

REMARKS

1. Reconsideration and further prosecution are respectfully requested in view of the discussion as follows. Claims 1-36 are pending in this application.

Claims 10, 11, 22, 23, 34 and 35 have been rejected under 35 U.S.C. §112, first paragraph. Claims 1, 7-10, 13, 19-22, 25 and 31-33 have been rejected under 35 U.S.C. §102(a) as being anticipated by "RFP Marketing Opportunities Abound At: 'design Your Dream House' (RFP)" or alternatively claims 1, 7-10, 13, 19-22, 25 and 31-33 have been rejected under 35 U.S.C. §103(a) as being obvious over RFP in view of Realtor.com. Claims 3, 11, 12, 15, 23, 24, 27, 35 and 36 have been rejected under 35 U.S.C. §103(a) as being obvious over RFP or alternatively claims 3, 11, 12, 15, 23, 24, 27, 35 and 36 have been rejected under 35 U.S.C. §103(a) as being obvious over RFP in view of Realtor.com. After a careful review of the claims (as amended), it has been concluded that the rejections are in error and the rejections is, therefore, traversed.

2. Claims 10, 11, 22, 23, 34 and 35 have been rejected under 35 U.S.C. §112, first paragraph. With regard to claims 10, 22 and 34 the Examiner asserts that "It is not clear from the claims whether a combination of all recited tools is necessary to read on the claim or whether one of the tools is necessary". In response claims 10, 22 and 34 have been revised to make clear that only one of the tools is necessary.

The Examiner asserts next that "Claims 10, 22, and 34 recite that the third part website provider provides web

tools comprising 'escrow, e-business, job reports, attendance, ..., next day activity lists, job logs...". However, as understood by the examiner, the specification does not show all of these web tools" (Office Action of 11/18/04, page 3). However, the Examiner is clearly mistaken in this regard, since FIG. 37 clearly shows each and every claim element.

With regard to claims 10, 22 and 34, the Examiner asserts next that "it is not clear that the website provider provides escrow (or that escrow is a web tool), or that the website provider prepares activity lists" (Office Action of 11/18/04, page 3). With regard to claims 11, 13 and 35, the Examiner asserts that "collecting up-front access, semi-custom web design and data service fees or commissions" are described in the specification as being limited to alternate embodiments. However, "a specification disclosure which contains a teaching of the manner and process of making and using the invention in terms which correspond in scope to those used in describing and defining the subject matter sought to be patented must be taken as in compliance with the enabling requirement of the first paragraph of §112 unless there is reason to doubt the objective truth of the statements contained therein which must be relied on for enabling support" (In re Marzocchi, 169 USPQ 367 (CCPA 1971)).

Independent claims 1, 13 and 25 are clearly limited to method steps and apparatus "for servicing a customer of a builder by a third-party website provider". Since claims 1, 13 and 25 are limited to services provided by a third-party website provider, the claimed web and communication tools would also clearly be provided by the third-party website provider.

Claims 10, 11, 22, 23, 34 and 35 contain terms which clearly correspond in scope to those used in describing and defining the subject matter sought to be patented. Since the Examiner has failed to provide any basis for doubting the objective truth of the description and since the claims clearly correspond to the description, claims 10, 11, 22, 23, 34 and 35 must be taken as in compliance with the enabling requirement of the first paragraph of §112.

3. Claims 1, 7-10, 13, 19-22, 25 and 31-33 have been rejected as being anticipated by RFP or alternatively obvious over RFP in view of Realtor.com. In response, independent claims 1, 13 and 25 have been further limited to modification of a pre-existing contract. Support for this additional limitation may be found throughout the specification (e.g., page 18). Neither RFP or Realtor.com deal with pre-existing contracts or with the modification of pre-existing contracts.

Independent claims 1, 13 and 25 are also limited to methods and apparatus for providing related forms to be filled out by the customer and to contract support services to be selected by the customer. Neither RFP or Realtor.com provide these features.

Independent claims 1, 13 and 25 are limited to first and second websites for the customer and builder. Neither RFP or Realtor.com describe this feature.

Since RFP and Realtor.com fail to teach or suggest these claim elements, the rejections are believed to be improper and should be withdrawn. Since independent claims 1, 13 and 25 are allowable, so are dependent claims 7-10, 19-22, 25 and 31-34.

4. Claims 3, 11, 12, 15, 23, 24, 27, 35 and 36 have been rejected as being obvious over RFP or alternatively over RFP in view of Realtor.com. In response, independent claims 1, 13 and 25 have been further limited to modification of a pre-existing contract. Support for this additional limitation may be found throughout the specification (e.g., page 18). Neither RFP or Realtor.com deal with pre-existing contracts or with the modification of pre-existing contracts.

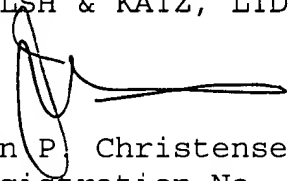
Independent claims 1, 13 and 25 are also limited to methods and apparatus for providing related forms to be filled out by the customer and contract support services to be selected by the customer. Neither RFP or Realtor.com provide these features.

Independent claims 1, 13 and 25 are limited to first and second websites for the customer and builder. Neither RFP or Realtor.com describe this feature.

Since RFP and Realtor.com fail to teach or suggest these claim element, the rejections are believed to be improper and should be withdrawn. Since independent claims 1, 13 and 25 are allowable, so are dependent claims 3, 11, 12, 15, 23, 24, 27, 35 and 36.

5. Allowance of claims 1-36 as now presented, is believed to be in order and such action is earnestly solicited. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, he is respectfully requested to telephone applicant's undersigned attorney.

Respectfully submitted,
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